

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe – Bar No. 245521 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: LShulman@shulmanbastian.com MLowe@shulmanbastian.com</p> <p><input type="checkbox"/> <i>Debtor(s) appearing without an attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Richard A. Marshack, Chapter 7 Trustee</i></p>	<p>FOR COURT USE ONLY</p>
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</p>	
<p>In re:</p> <p>DAVID ALLEN WILSON aka David Alan Wilson dba David Wilson Consultant,</p>	<p>CASE NO.: 8:23-bk-10094-SC CHAPTER: 7</p> <p>NOTICE OF OPPORTUNITY TO REQUEST A HEARING ON MOTION</p> <p>[LBR 9013-1(o)]</p>
Debtor(s).	[No hearing unless requested in writing]

TO THE U.S. TRUSTEE AND ALL PARTIES ENTITLED TO NOTICE, PLEASE TAKE NOTICE THAT:

1. Movant(s) Richard A. Marshack, solely in his capacity as the Chapter 7 trustee for the bankruptcy estate, filed a motion or application (Motion) entitled Chapter 7 Trustee's Application to Employ Wallin & Russell LLP as Special Litigation Counsel.
2. Movant(s) is requesting that the court grant the Motion without a hearing as provided for in LBR 9013-1(o), unless a party in interest timely files and serves a written opposition to the Motion and requests a hearing.
3. The Motion is based upon the legal and factual grounds set forth in the Motion. (*Check appropriate box below*):
 The full Motion is attached to this notice; or
 The full Motion was filed with the court as docket entry # _____, and a detailed description of the relief sought is attached to this notice.
4. **DEADLINE FOR FILING AND SERVING OPPOSITION PAPERS AND REQUEST FOR A HEARING:** Pursuant to LBR 9013-1(o), any party who opposes the Motion may request a hearing on the Motion. The deadline to file and serve a written opposition and request for a hearing is 14 days after the date of service of this notice, plus 3 additional days if you were served by mail or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

- a. If you timely file and serve a written opposition and request for a hearing, movant will file and serve a notice of hearing at least 14 days in advance of the hearing. [LBR 9013-1(o)(4)]
- b. If you fail to comply with this deadline:
 - (1) Movant will file a declaration to indicate: (1) the Motion was properly served, (2) the response period elapsed, and (3) no party filed and served a written opposition and request for a hearing within 14 days after the date of service of the notice [LBR 9013-1(o)(3)];
 - (2) Movant will lodge an order that the court may use to grant the Motion; and
 - (3) The court may treat your failure as a waiver of your right to oppose the Motion and may grant the Motion without further hearing and notice. [LBR 9013-1(h)]

Respectfully submitted,

Date: 09/25/2023

/s/ Melissa Davis Lowe

Signature of Movant or attorney for Movant

Melissa Davis Lowe

Printed name of Movant or attorney for Movant

1 Leonard M. Shulman – Bar No. 126349
2 Melissa Davis Lowe – Bar No. 245521
3 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
4 100 Spectrum Center Drive, Suite 600
5 Irvine, California 92618
6 Telephone: (949) 340-3400
7 Facsimile: (949) 340-3000
8 Email: LShulman@shulmanbastian.com;
9 MLowe@shulmanbastian.com

10
11 Attorneys for Richard A. Marshack,
12 Chapter 7 Trustee

13
14
15
16
17
18 **UNITED STATES BANKRUPTCY COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

11	In re	Case No. 8:23-bk-10094-SC
12	DAVID ALLEN WILSON aka David Alan Wilson dba David Wilson Consultant,	Chapter 7
13	Debtor.	CHAPTER 7 TRUSTEE'S APPLICATION TO EMPLOY WALLIN & RUSSELL LLP AS SPECIAL LITIGATION COUNSEL; DECLARATION OF MICHAEL WALLIN IN SUPPORT
14		[No Hearing Set Pursuant to Local Bankruptcy 15 Rule 2014-1(b)]
16		
17		

18 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
19 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND ALL
20 INTERESTED PARTIES:**

21 Richard A. Marshack (“Trustee”), solely in his capacity as the duly appointed, qualified and
22 acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of David Allen Wilson aka David Alan
23 Wilson dba David Wilson Consultant (“Debtor”), brings this application (“Application”) for an
24 order authorizing the employment of Wallin & Russell LLP (“Special Counsel”) as special counsel
25 in this bankruptcy case to investigate and prosecute the Claims (defined below). In support of the
26 Application, the Trustee respectfully represents as follows:

27 ///
28 ///

I. NEED FOR LEGAL COUNSEL

The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on January 18, 2023 (“Petition Date”). Richard A. Marshack is the duly appointed, qualified and acting Chapter 7 Trustee for the Estate.

The deadline to file claims in this case was June 13, 2023. The Court's Claims Register reflects six (6) general unsecured claims have been filed totaling \$13,795,767.36.

Based on the Trustee's initial investigation into this case and the initial meeting of creditors, he anticipates that after the liquidation of the available assets, there may be a meaningful distribution to unsecured creditors. However, in order to accomplish this, the Trustee has determined that there is a need to retain special counsel in this case to advise the Trustee on matters affecting the recovery and liquidation of potential assets. Specifically, the Trustee believes that the Estate may have claims and causes of actions arising under 11 U.S.C. §§ 542, 543, 544, 545, 546, 547, 548, 549 and 550 against American General Corporation (the "Company") and/or Michelle Wilson, the Debtor's daughter, and/or Beata Wilson, the Debtor's wife, and/or Turhan Alatabay, the Debtor's son in law and/or certain other insiders of the Debtor and/or the Company (collectively, the "Claims"). The Trustee is informed that Michelle Wilson, the Debtor's daughter, is the sole shareholder of the Company and the Debtor was previously employed as a consultant for the Company. Moreover, the Trustee is informed that prior to the Petition Date, the Debtor transferred shares of stock in the Company to Michelle Wilson. After speaking to Special Counsel, the Trustee believes a recovery on the Claims may be possible.

Based on the foregoing, the Trustee seeks to employ Special Counsel on a contingency fee basis, plus costs for litigation matters related to the Claims. The Trustee believes that employment of Special Counsel will be in the best interest of the Estate.

II. PROPOSED EMPLOYMENT AND QUALIFICATIONS OF SPECIAL COUNSEL

A. Services to be Performed

The Trustee seeks to employ Special Counsel to assist in this case with matters related to the investigation and prosecution of the Claims and to provide the following types of services:

- Prosecute the Claims, including trial if necessary.

1 • If necessary, analysis of any potential settlement of the Claims and conduct possible
2 settlement negotiations. If a settlement is reached, assist the Trustee in documenting and finalizing
3 the settlement.

4 • If a judgment is obtained in favor of the Estate, opposing any motion for new trial by
5 any opposing party.

6 • Perform any and all other legal services incident and necessary to preserve and
7 recovery assets for the benefit of the Estate and its creditors related to the Claims.

8 **B. Special Counsel's Services Will Not Duplicate Services Rendered By Any Other**
9 **Professionals in the Case**

10 Pursuant to Court Order entered April 3, 2023 (docket number 37), the Trustee was
11 authorized to employ Shulman Bastian Friedman & Bui LLP as his general counsel. The services
12 to be rendered by Special Counsel will not duplicate the services rendered by any other professionals
13 employed in this bankruptcy case.

14 **C. Qualifications of Special Counsel**

15 Special Counsel is well qualified to render the services required by the Trustee related to the
16 Claims. Special Counsel is comprised of attorneys who are experienced in bankruptcy and business
17 litigation, having handled all types of business lawsuits, including cases involving breach of
18 contract, debt collection matters, breach of fiduciary duty, fraud and misrepresentation, claims
19 involving corporate dissolution, disputes between partners, shareholders and members and disputes
20 involving the purchase or sale of a business or real property. Special Counsel also has extensive
21 experience in the pursuit of avoidance claims arising under any of §§ 542, 543, 544, 545, 546, 547,
22 548, 549 and 550 of the Bankruptcy Code, and any actions based on applicable non-bankruptcy law
23 that may be incorporated or brought under the foregoing sections of the Bankruptcy Code, and has
24 been extremely successful in such matters.

25 Further, Special Counsel represents Thomas I. McKnew, IV and Lisa A. McKnew,
26 individually and as Trustees of the McKnew Family Trust Dated May 21, 2004 (the "McKnews"),
27 who are creditors in the Debtor's bankruptcy proceeding. Prior to the Petition Date, and in a prior
28 bankruptcy proceeding filed by the Debtor, the McKnews obtained a non-dischargeable judgment

1 against the Debtor in the amount of \$3,207,908.88. Having represented the McKnews, Special
2 Counsel is intimately familiar with the Debtor's financial affairs and as such, is already familiar
3 with the factual and legal issues that are the subject of the Claims.

4 All attorneys comprising or associated with Special Counsel who will appear in this case are
5 duly admitted to practice law in the courts of the State of California and in the United States District
6 Court for the Central District of California and are well able and qualified to perform the legal
7 services required in this case. A biography of each professional of Special Counsel is attached as
8 **Exhibit 1** to the Declaration of Michael Wallin ("Wallin Declaration") and incorporated here by
9 this reference.

10 Special Counsel and each of the members, associates, and paralegals who will work on this
11 case are familiar with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the
12 Local Bankruptcy Rules as they may impact the prosecution of the Claims.

13 **III. SPECIAL COUNSEL IS "DISINTERESTED"**

14 Other than Special Counsel representing the McKnews, to the best of Special Counsel's
15 knowledge after full investigation, neither Special Counsel, nor any of the attorneys comprising or
16 employed by it, has a business, professional, or other connection with the Debtor, Debtor's creditors,
17 any other party in interest, their respective attorneys and accountants, the United States trustee, or
18 any person employed in the Office of the United States Trustee. To the best of Special Counsel's
19 knowledge after full investigation, none of the attorneys comprising or employed by Special
20 Counsel are related to any judge of the United States Bankruptcy Court for the Central District of
21 California, to the United States Trustee, or any employee of the United States Trustee.

22 Special Counsel is a "disinterested person" within the meaning of Bankruptcy Code § 101(14)
23 and represents no interest which would be adverse to the Debtor, the Estate, creditors, or any party
24 in interest in this proceeding. As of the Petition Date, Special Counsel was not a creditor of the
25 Estate.

26 **IV. COMPENSATION FOR SPECIAL COUNSEL**

27 Special Counsel has not received a retainer and it will not receive a lien or interest in property
28 of the Debtor or third parties with respect to the proposed representation of the Trustee. There is no

1 oral or written employment agreement with the Trustee except that the only source of payment will
2 be from property of the Estate as authorized by the Court pursuant to the terms of this Application.
3 Special Counsel will be employed pursuant to Bankruptcy Code Section 328 on a contingency fee
4 basis of the gross recovery as follows:

5 • Contingency fee equal to 40% of any gross Recovery obtained.
6 • An appeal of a judgment on the Claims is not included in the foregoing contingency fee
7 arrangement. In the event the Trustee determines that Special Counsel will handle any appeal of
8 the judgment on the Claims, a separate employment application will be filed.

9 • Costs and expenses as affecting contingency fee: Any costs and expenses paid in
10 connection with the Claims which remain outstanding at the time of settlement, judgment or
11 compromise shall be paid from the total gross Recovery, after the contingency fee is calculated (the
12 “Net Recovery.” (For example, if the claim is settled for \$1,000.00, and the outstanding balance for
13 costs and expenses is \$100.00, then the Net Recovery is \$900.00, but the contingency fee shall be
14 based on the gross Recovery.) The Estate’s share of the Recovery shall be the balance remaining
15 after reimbursement of such costs and expenses and payment of the contingency fee.

16 • Form of Recovery as affecting contingency fee: If the Recovery consists of payments to
17 be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency
18 fee shall be paid from funds as and when received by the Trustee, including payments over time.
19 For example, if a settlement involves payment of \$100,000.00 over a period of 10 months, Special
20 Counsel shall be paid its contingency fee of 40% from each monthly payment of \$10,000.00 (which
21 would be \$3,500.00) as and when received.

22 • Meaning of “Recovery”: The Trustee agrees that Special Counsel should be
23 compensated for its services that result in a benefit to Estate. “Recovery” includes, but is not limited
24 to, any amounts paid to the Estate or on the Estate’s behalf whether a result of an arbitration award,
25 judgment, settlement or otherwise, in the matters that Special Counsel represents the Trustee and
26 the Estate. “Recovery” also includes, but is not limited to, the ultimate result of a matter (i.e.
27 judgment or settlement) such as payments made during the course of litigation that were refused
28 prior to or after so long as the payments or other benefits are the result of Special Counsel’s services.

1 In the event there is no affirmative Recovery for the Estate, Special Counsel has agreed that a
2 reduction of a defendant's claim against the Estate, if any, is excluded from the meaning of
3 Recovery.

4 Special Counsel has not shared or agreed to share any compensation to be received by it in
5 this case with any other person, except as among the partners of Special Counsel.

6 Notwithstanding the contingency fee agreement, Special Counsel understands and has
7 agreed that compensation for its services shall be such sums as may be allowed by the Court in
8 accordance with law, the contingency agreement, the time spent and services rendered, the results
9 achieved, the difficulties encountered, the complexities involved, and other appropriate factors.
10 Special Counsel understands the provisions of sections 327, 328, and 331 of the Bankruptcy Code,
11 which require, among other things, Court approval of employment and Court authorization of all
12 fees and costs that Special Counsel may seek for its services. Special Counsel understands and
13 agrees that the proposed compensation arrangement will be subject to the provisions of Bankruptcy
14 Code Section 328, which authorizes this Court to allow compensation different from that provided
15 here if those fee arrangements appear, in retrospect, to have been improvident in light of
16 developments unanticipated at the outset of the case.

17 In addition, and as set forth in the Wallin Declaration, Special Counsel affirmatively
18 acknowledges and agrees that:

19 • Any settlement of the Claims and the payment of any attorneys' fees and costs to
20 Special Counsel for its services on behalf of the Estate are subject to approval by the
21 Bankruptcy Court. The Estate does not grant an attorney lien over the proceeds,
22 rather payment of fees and costs to Special Counsel shall be subject to further
23 Bankruptcy Court order.

24 • Should Special Counsel determine that it is necessary to associate other counsel,
25 Special Counsel must notify the Trustee and any further association must be
26 approved by the Bankruptcy Court and the party must not have any adverse interests
27 to the Estate.

- Should any dispute arise with respect to Special Counsel’s employment in this case, the dispute shall be decided by the U.S. Bankruptcy Court for the Central District of California, Santa Ana Division
- Special Counsel will not assert or submit evidence of the Trustee’s position on any matter affecting the substantive rights of the Estate without the express authorization of the Trustee, except as emergency circumstances may require, in which case Special Counsel will attempt to contact the Trustee. However, Special Counsel will assert positions on procedural matters.
- Special Counsel will provide the Trustee with regular reports on the status of the Claims (approximately every sixty days).

11 There is no agreement for the Trustee's employment of Special Counsel other than this
12 Application which provides the terms of employment. To the best of the Trustee's knowledge, based
13 upon the attached Wallin Declaration, Special Counsel does not hold or represent any interest
14 adverse to the Debtor or to the Estate with respect to the matter on which Special Counsel is to be
15 employed. As Special Counsel is familiar with the law and facts in relation to the Claims, the
16 Trustee believes that the employment of Special Counsel is in the best interest of the Estate.

17 | //

18 | //

19 | //

20

21

22

23

24

25

26

27

28

WHEREFORE, the Trustee requests that the Court enter an order as follows:

2 1. Pursuant to Bankruptcy Code Sections 327 and 328 and Federal Rule of Bankruptcy
3 Procedure 2014(a) and Local Bankruptcy Rule 2014-(b)(1), the Trustee be authorized to employ
4 Special Counsel in this case to pursue the Claims on the terms and conditions as set forth above.

5 2. The employment of Special Counsel is expressly approved pursuant to section 328(a)
6 of the Bankruptcy Code in light of the wide range of anticipated outcomes.

7 3. The Court finds that Special Counsel is a “disinterested person” as defined by
8 Bankruptcy Code Section 101(14), and that Special Counsel holds no interest adverse to the Debtor
9 or the Estate.

10 4. For such other and further relief as is just and proper under the circumstances of this
11 case. 

12 | Dated: September 19, 2023

Karen

Richard A. Marshack
Chapter 7 Trustee for the bankruptcy estate of *In re*
David Allen Wilson aka David Alan Wilson dba
David Wilson Consultant, Case No. 8:23-bk-10094-SC

DECLARATION OF MICHAEL WALLIN

I, Michael Wallin, declare and state as follows:

1. The matters stated here are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am an attorney licensed in the state of California and the managing partner of Wallin & Russell LLP (“Special Counsel”) with offices located at 26000 Towne Centre Drive, Suite 130, Foothill Ranch, California 92610; telephone number (949) 652-2200 and I am authorized to and make this declaration on its behalf. I am admitted to practice before this Court.

9 2. I make this Declaration in support of the Chapter 7 Trustee’s Application to Employ
10 Wallin & Russell LLP as Special Litigation Counsel (“Application”) filed by Richard A. Marshack
11 (“Trustee”), the Chapter 7 trustee for the bankruptcy estate (“Estate”) of *In re David Allen Wilson*
12 *aka David Alan Wilson dba David Wilson Consultant*, Case No. 8:23-bk-10094-SC. Unless
13 otherwise noted, capitalized terms in my declaration have the meaning set forth in the Application.

14 3. Attached here as **Exhibit 1** and incorporated here by reference is a brief biography
15 of each of the professionals employed by Special Counsel.

16 4. Special Counsel is well qualified to render the services required by the Trustee
17 related to the Claims. Special Counsel is comprised of attorneys who are experienced in bankruptcy
18 and business litigation, having handled all types of business lawsuits, including cases involving
19 breach of contract, debt collection matters, breach of fiduciary duty, fraud and misrepresentation,
20 claims involving corporate dissolution, disputes between partners, shareholders and members and
21 disputes involving the purchase or sale of a business or real property. Special Counsel also has
22 extensive experience in the pursuit of avoidance claims arising under any of §§ 542, 543, 544, 545,
23 546, 547, 548, 549 and 550 of the Bankruptcy Code, and any actions based on applicable non-
24 bankruptcy law that may be incorporated or brought under the foregoing sections of the Bankruptcy
25 Code, and has been extremely successful in such matters. A biography of Special Counsel's
26 attorneys who will be responsible for the case is attached here as **Exhibit 1** and incorporated here
27 by this reference.

1 5. Furthermore, Special Counsel represents Thomas I. McKnew, IV and Lisa A.
2 McKnew, individually and as Trustees of the McKnew Family Trust Dated May 21, 2004 (the
3 "McKnews") who are creditors in the Debtor's bankruptcy proceeding. Prior to the Petition Date,
4 and in a prior bankruptcy proceeding filed by the Debtor, the McKnews obtained a non-
5 dischargeable judgment against the Debtor in the amount of \$3,207,908.88. Having represented the
6 McKnews, Special Counsel is intimately familiar with the Debtor's financial affairs and as such, is
7 already familiar with the factual and legal issues that are the subject of the Claims.

8 6. Special Counsel and each of the members, associates, and paralegals who will work
9 on this case are familiar with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and
10 the Local Bankruptcy Rules as they may impact the prosecution of the Claims.

11 7. Special Counsel affirmatively acknowledges and agrees that:

- 12 • Any settlement of the Claims and the payment of any attorneys' fees and costs to the
13 Special Counsel for its services on behalf of the Estate are subject to approval by the
14 Bankruptcy Court. The Estate does not grant an attorney lien over the proceeds,
15 rather payment of fees and costs to Special Counsel shall be subject to further
16 Bankruptcy Court order.
- 17 • Should Special Counsel determine that it is necessary to associate other counsel,
18 Special Counsel must notify the Trustee and any further association must be
19 approved by the Bankruptcy Court and the party must not have any adverse interests
20 to the Estate.
- 21 • Should any dispute arise with respect to Special Counsel's employment in this case,
22 the dispute shall be decided by the U.S. Bankruptcy Court for the Central District of
23 California, Santa Ana Division.
- 24 • Special Counsel will not assert or submit evidence of the Trustee's position on any
25 matter affecting the substantive rights of the Estate without the express authorization
26 of the Trustee, except as emergency circumstances may require, in which case
27 Special Counsel will attempt to contact the Trustee. However, Special Counsel will
28 assert positions on procedural matters.

1 • Special Counsel will provide the Trustee with regular reports on the status of the
2 Claims (approximately every sixty days).

3 8. All attorneys comprising or associated with Special Counsel who will appear in
4 matters related to the Claims are duly admitted to practice law in the courts of the State of California
5 and in the United States District Court for the Central District of California and are well able and
6 qualified to perform the legal services required in this case.

7 9. To the best of my knowledge after full investigation, other than Special Counsel
8 representing the McKnews, Special Counsel has no business, professional, or other connection with
9 the Debtor, creditors of the Estate, any other party in interest, their respective attorneys and
10 accountants, the United States trustee, or any person employed in the Office of the United States
11 Trustee.

12 10. To the best of my knowledge after full investigation, none of the attorneys
13 comprising or employed by Special Counsel are related to any judge of the United States Bankruptcy
14 Court for the Central District of California, the United States Trustee, or any person currently
15 employed in the Office of the United States Trustee.

16 11. After a full investigation and therefore to the best of my knowledge, Special Counsel
17 is both disinterested as that term is defined in Bankruptcy Code Section 101(14) and represents no
18 interest which would be adverse to the Debtor, this Estate or its creditors or any party in interest in
19 this proceeding for the matters on which Special Counsel is being employed.

20 12. Special Counsel has no pre-petition claim against the Estate.

21 13. Special Counsel has agreed to be employed and compensated subject to the
22 provisions of Bankruptcy Code Section 328 on a contingency fee basis, plus costs as described in
23 the Application.

24 14. Special Counsel has received no retainer for the services to be performed in this case
25 and will not receive a lien or interest in property of the Debtor or third parties with respect to the
26 proposed representation of the Trustee. There is no oral or written employment agreement with the
27 Trustee except that the only source of payment will be from the property of the Estate related to the
28

Claim pursuant to the terms of the Application and that Special Counsel's employment and compensation will be pursuant to the provisions of Bankruptcy Code Section 328.

15. Special Counsel understands the provisions of Bankruptcy Code Sections 327, 328
4 and 331 which require, among other things, Court approval of the Trustee's employment of Special
5 Counsel and Court approval of all legal fees and reimbursement of expenses that Special Counsel
6 will receive in accordance with the law.

7 16. Special Counsel understands and agrees that the proposed compensation
8 arrangement will be subject to the provisions of Bankruptcy Code Section 328, which authorizes
9 this Court to allow compensation different from that provided in the Application if those fee
10 arrangements appear, in retrospect, to have been improvident in light of developments unanticipated
11 at the outset of the case.

12 17. Special Counsel has not shared or agreed to share any compensation to be received
13 by it in this case with any other person, except as among the partners of Special Counsel.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct.

16 Executed on September 15, 2023, at Foothill Ranch, California.

M. Walker

Michael Wallin

Exhibit 1

Bios

Michael Wallin

Michael Wallin represents businesses with debtor/creditor issues. On the creditor side, Mike collects money owed to his clients, sues customers and borrowers who fail to repay debts, obtains possession of collateral, forecloses on real estate, and aggressively enforces judgments using both conventional and complex collection tools. Mike also represents creditors in bankruptcy matters of all types.

On the debtor side, Mike represents businesses in financial distress. He negotiates resolutions with lenders and other creditors, defends against collection and commercial foreclosure actions, and uses the bankruptcy process to protect clients' assets and restructure their debts. Mike has substantial experience in all areas of bankruptcy law and regularly represents companies in Chapter 11 bankruptcy cases, in which he reduces or eliminates his clients' financial obligations.

Mike is also a business litigator. He represents businesses in resolving disputes, both in and out of court. He also serves as outside general counsel to several small businesses, in which he provides general representation and advice to businesses without an in-house attorney.

Mike formerly worked for seven years at Sheppard Mullin Richter & Hampton LLP, an international law firm, and for an additional four years at Slater Hersey & Lieberman LLP, a leading Orange County business law boutique firm. He is the former Program Chair of the Commercial Law & Bankruptcy Section of the Orange County Bar Association. He received his undergraduate degree from UC San Diego (summa cum laude) and attended UCLA Law School.

Education

J.D. UCLA School of Law, 2005

B.A. University of California San Diego, 2002, summa cum laude

John Russell

John Russell is an advisor to clients ranging from family-owned businesses to multi-national institutions in a number of diverse industries. His principal areas of practice are general corporate law, corporate finance, mergers and acquisition transactions, commercial transactions and general business counseling.

John has a particular specialty in the structuring, negotiation, and documentation of financial transactions, workouts, and restructurings. John has substantial experience representing agents, lenders, equity sponsors and borrowers in complex debt financing transactions, including cash-flow based, asset-based and real property-secured loan transactions. His experience includes both unsecured and secured (including real property-secured) syndicated and bilateral loan transactions with borrowers in a wide variety of industries.

John formerly worked for eight years in the finance and bankruptcy practice group at Sheppard Mullin Richter & Hampton LLP, an international law firm. He received his undergraduate degree from The Ohio State University and attended Loyola Law School (cum laude).

Education

J.D. Loyola Law School, cum laude, 2009

B.A. The Ohio State University, 2005

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 7 TRUSTEE'S APPLICATION TO EMPLOY WALLIN & RUSSELL LLP AS SPECIAL LITIGATION COUNSEL; DECLARATION OF MICHAEL WALLIN IN SUPPORT [with Notice of Opportunity to Request a Hearing]** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **September 25, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 25, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) , I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 25, 2023
Date

Erlanna Lohayza
Printed Name

/s/ Erlanna Lohayza
Signature

NEF SERVICE LIST

- **Attorney for Beata E. Wilson:** Anerio V Altman LakeForestBankruptcy@jubileebk.net, lakeforestpacer@gmail.com
- **Attorney for Debtor:** Bert Briones bb@redhilllawgroup.com, helpdesk@redhilllawgroup.com; RedHillLawGroup@jubileebk.net
- **Interested Party:** David I Brownstein david@brownsteinfirm.com
- **Interested Party:** Chad L Butler caecf@tblaw.com
- **Interested Party:** James Andrew Hinds jhinds@hindslawgroup.com; mduran@hindslawgroup.com, mduran@hindslawgroup.com
- **Attorney for Trustee:** Melissa Davis Lowe mlowe@shulmanbastian.com, avernon@shulmanbastian.com
- **Chapter 7 Trustee:** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **Interested Party:** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- **Interested Party:** Michael A Wallin mwallin@wallinrussell.com

U.S. MAIL SERVICE LIST

DEBTOR

DAVID ALLEN WILSON
24352 SANTA CLARA AVE
DANA POINT, CA 92629-3016

NEF - ATTORNEY FOR DEBTOR

BERT BRIONES
RED HILL LAW GROUP
15615 ALTON PARKWAY
SUITE 210
IRVINE, CA 92618-7351

NEF - CHAPTER 7 TRUSTEE

RICHARD A MARSHACK
ATTN MARSHACK HAYS LLP
870 ROOSEVELT
IRVINE CA 92620-3663

NEF - INTERESTED PARTY

UNITED STATES TRUSTEE (SA)
411 W FOURTH ST., SUITE 7160
SANTA ANA, CA 92701-4500

NEF - INTERESTED PARTY

THE HINDS LAW GROUP APC
2390 CRENSHAW BLVD STE 240
TORRANCE, CA 90501-3300

CREDITOR LISTING

EMPLOYMENT DEVELOPMENT
DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

CREDITOR LISTING

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-
340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952

CREDITOR LISTING

VICINO LIMITED PARTNERSHIP
C/O LAW OFFICE OF DAVID
BROWNSTEIN
PO BOX 16474
IRVINE, CA 92623-6474

CREDITOR LISTING

AMERICAN EXPRESS
PO BOX 297871
FORT LAUDERDALE, FL 33329-7871

CREDITOR LISTING

AMERICAN EXPRESS NATIONAL
BANK
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN, PA 19355-0701

CREDITOR LISTING

AMERICAN GENERAL
CORPORATION
34941 CALLE DEL SOL
CAPISTRANO BEACH, CA 92624-
1651

CREDITOR LISTING

BARCLAYS BANK DELAWARE
PO BOX 8803
WILMINGTON, DE 19899-8803

CREDITOR LISTING

BEATA E WILSON
34921 CALLE DEL SOL
CAPO BEACH, CA 92624-1649

CREDITOR LISTING

CAPITAL ONE
PO BOX 31293
SALT LAKE CITY, UT 84131-0293

CREDITOR LISTING

CAPITAL ONE NA BY AMERICAN
INFOSOURCE AS AGENT
PO BOX 71083
CHARLOTTE, NC 28272-1083

PREFERRED ADDRESS

JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE
TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774

CREDITOR LISTING

EDD
371 W 3RD ST
SAN BERNARDINO, CA 92401-1801

CREDITOR LISTING

JING WANG ESQ.
1800 E LAMBERT RD STE 215
BREA, CA 92821-4370

CREDITOR LISTING

FRANCHISE TAX BOARD
BANKRUPTCY, PIT MS A-340
PO BOX 2952
SACRAMENTO, CA 95812-2952

CREDITOR LISTING

LEU OKUDA & DOI
222 MERCHANT ST
HONOLULU, HI 96813-2922

CREDITOR LISTING

QING WANG
DAMON KEY LEONG KUPCHAK
HASTERT
1003 BISHOP ST STE 1600
HONOLULU, HI 96813-6452

CREDITOR LISTING

VICINO LIMITED PARTNERSHIP
15350 SHERMAN WAY STE 210
VAN NUYS, CA 91406-7400

CREDITOR LISTING

ZHIYU LIAO
C/O KINGSWOOD LAW, PC
1800 E LAMBERT RD STE 215
BREA, CA 92821-4370

CREDITOR LISTING

GIRET SHUZAWA
C/O KINGSWOOD LAW, PC
1800 E LAMBERT RD STE 215
BREA, CA 92821-4370

CREDITOR LISTING

MACYS/CITIBANK, N.A.
PO BOX 8218
MASON, OH 45040-8218

CREDITOR LISTING

RICHARD LARA
4804 HAMPTON RD
LA CANADA FLT, CA 91011-2610

CREDITOR LISTING

VOLVO AUTO LEASING CO.
PO BOX 91300
MOBILE, AL 36691-1300

CREDITOR LISTING

BEATA E WILSON
24352 SANTA CLARA AVENUE
DANA POINT, CA 92629-3016

N/A

SANTA ANA DIVISION
411 WEST FOURTH STREET,
SUITE 2030,
SANTA ANA, CA 92701-4500

**RETURNED 4/17/23; INSUFFICIENT
ADDRESS; UNABLE TO FORWARD
CREDITOR LISTING**

BRIDGE CAPITAL
6P7F+946, MICRO BEACH RD,
SAIPAN SAIPAN96950

**PREFERRED DUPLICATE
CREDITOR LISTING**

JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE
TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774

CREDITOR LISTING

INTERNAL REVENUE SERVICE
PO BOX 7346
PHILADELPHIA, PA 19101-7346

CREDITOR LISTING

MC KNEW FAMILY TRUST
MC KNEW THOMAS I IV TR
1765 VISTAZO ST W
BEL TIBURON, CA 94920-1822

CREDITOR LISTING

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
700 W CIVIC CENTER DR
SANTA ANA, CA 92701-4045

CREDITOR LISTING

ZHIHUI GAO
C/O DAMON KEY LEONG KUPCHAK
HASTERT
1003 BISHOP ST STE 1600
HONOLULU, HI 96813-6452

CREDITOR LISTING

THOMAS I. MCKNEW, IV/LISA A.
MCKNEW
C/O WALLIN & RUSSELL LLP
26000 TOWNE CENTRE DRIVE
SUITE 130
FOOTHILL RANCH, CA 92610-3444

N/A

COURTESY NEF

RETURNED MAIL

DUPLICATE

CREDITOR LISTING

MICHAEL WALLIN
26000 TOWNE CENTRE DR STE 130
FOOTHILL RNCH, CA 92610-3444